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CORPORATIONS — NATURE OF THE CORPORATION — CORPORATE ACTION PER SE THROUGH THE MEDIUM OF ADMINISTRATIVE OFFICER. — A statute provided that chattel mortgages should have annexed an affidavit of consideration made by the holder of the mortgage, his agent, or attorney. The affidavit annexed to a mortgage taken by a corporation recited that the affiant was vice-president of the corporate mortgagee. *Held*, that the affidavit need not contain a recital that the affiant is an agent, because the act of the administrative officer was the act of the corporate mortgagee *per se*. *American Soda Fountain Co. v. Stolzenbach*, 68 Atl. 1078 (N. J., Ct. Er. and App.). See NOTES, p. 535.

DAMAGES — CONSEQUENTIAL DAMAGES — MENTAL ANGUISH RESULTING FROM EXCLUSION FROM DANCE HALL. — The plaintiff, attired in the uniform of a non-commissioned officer in the navy, was refused admission to the defendant's dance hall on a ticket bought by him while in civilian dress. *Held*, that the plaintiff may recover only the price of the ticket. *Buenzle v. Newport Amusement Ass'n*, 68 Atl. 721 (R. I.).

A theatre ticket is a revocable license; but if it is wrongfully revoked an action for breach of contract is maintainable. *Burton v. Scherpf*, 1 Allen (Mass.) 133. The ordinary rule limits recovery for breach of contract to those damages within the contemplation of the parties on entering the agreement. *Hadley v. Baxendale*, 9 Exch. 341; see 12 HARV. L. REV. 423. Although pecuniary loss only is contemplated as the result of a breach of most contracts, nevertheless, where it is clear that a breach of contract will result in mental anguish, such anguish is made the basis of further damages. For example, in an action for breach of contract to carry, damages were allowed for humiliation attending ejection from an excursion steamer. *Coppin v. Braithwaite*, 8 Jur. 875. Similarly, damages have been recovered for mental anguish resulting from breach of contract to furnish a trousseau on the agreed day, and to preserve the remains of a plaintiff's child until interment. *Lewis v. Holmes*, 109 La. 1030; *Renihan v. Wright*, 125 Ind. 536. Since humiliation might reasonably have been contemplated as a consequence of refusal to perform the present contract, in the absence of fraud on the plaintiff's part, the court's limitation on the verdict seems insupportable. See 1 HARV. L. REV. 17, 21.

EXTRADITION — INTERSTATE EXTRADITION UNDER U. S. CONSTITUTION — WHAT CONSTITUTES A FUGITIVE FROM JUSTICE. — The plaintiff, while in Rhode Island, was indicted for a crime committed in New York. Upon demand Rhode Island delivered him up to the New York authorities. When he was arraigned, the district attorney moved to dismiss the indictment for failure of evidence. The motion was granted, and the plaintiff returned to Rhode Island without objection from the authorities. He was again indicted in New York for this crime, and upon demand the Governor of Rhode Island had him arrested for extradition. He sued out a writ of *habeas corpus*. *Held*, that the plaintiff's discharge from custody be refused. *Bassing v. Cady*, 208 U. S. 386.

This is the first time this point has arisen. The Supreme Court refused to limit further the class of persons falling within the interstate extradition provisions in the United States Constitution and statutes. See 12 HARV. L. REV. 532; 21 *ibid.* 224.

ILLEGAL CONTRACTS — CONTRACTS COLLATERALLY RELATED TO SOMETHING ILLEGAL — CONTRACT OBTAINED BY BRIBERY OF AN AGENT. — A statute made it a crime to give an agent a bonus to influence his conduct in his employment. The plaintiff gave such a bonus to the defendant's agent, inducing the agent to give him a contract for the sale of goods to the defendant. Having fully performed, the plaintiff brought suit for the purchase price. *Held*, that he cannot recover. *Sirkin v. Fourteenth Street Store*, 38 N. Y. L. J. 2193 (N. Y. App. Div., Feb., 1908).

The agreement between the agent and the plaintiff would be illegal even in the absence of a statute. *Holcomb v. Weaver*, 136 Mass. 265. But the contract sued on is an independent contract with a different party. Though the means of procuring it are criminal, neither the consideration nor the purpose of the new